REBUTTAL TESTIMONY

OF

MICHAEL T. O'SHEASY

ON BEHALF OF

SOUTH CAROLINA ELECTRIC & GAS COMPANY

DOCKET NO. 2014-246-E

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND OCCUPATION.

A. My name is Michael T. O'Sheasy. My business address is 5001 Kingswood Drive, Roswell, Georgia 30075. I am a Vice President with Christensen Associates, Inc.

Q. STATE BRIEFLY YOUR EDUCATION BACKGROUND AND EXPERIENCE.

A. I received a Bachelor's of Industrial Engineering from the Georgia Institute of Technology in 1970. In 1974, I earned a Master's in Business Administration from Georgia State University. From 1971 to 1975, I was employed by the John W. Eshelman Company—Division of the Carnation Company, as a plant superintendent in their Chamblee, Georgia operation. From 1975 to 1980, I worked for the John Harland Corporation, initially as an assistant plant manager and then as a plant manager in their Jacksonville, Florida plant, and finally as their plant manager in Miami, Florida. I joined Southern Company Services in 1980 as an engineering cost analyst and progressed through various positions to the position of supervisor, during which time I began serving as an expert witness in costing. In 1990, I became Manager of Product Design for Georgia Power Company and testified as an expert witness on rate design and pricing. I retired from Georgia Power Company on May 1, 2001 and became a consultant with Christensen Associates. In my current role, I serve as an expert witness and consultant on electric industry costing and pricing, and I manage related analytical work conducted by Christensen Associates Energy Consulting, an affiliate of Christensen Associates that focuses on the energy industry.

Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA (COMMISSION)?

A. No, I have not, but Exhibit No.__ (MTO-1) identifies a number of dockets in various jurisdictions where I have testified regarding rate design and cost of service. My most recent testimony was September, 2014 on behalf of Wisconsin Electric Power Company in which I testified on many of their proposed rate designs including customer-generation tariffs.

INTRODUCTION

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. I have spent my career specializing in costing and pricing for the electric utility industry, and testified on numerous occasions as an expert witness in cost of service and rate design. South Carolina Electric & Gas Company (SCE&G) asked me to respond to a number of issues raised by Dr. Thomas Vitolo, witness for the South Carolina Coastal Conservation League (CCL) and the Southern Alliance for Clean Energy (SACE), in his amended direct testimony. I was particularly asked to respond in light of the settlement agreement (Settlement Agreement) signed by the Office of Regulatory Staff (ORS), SCE&G, Duke Energy Carolinas, LLC, Duke Energy Progress, Inc., CCL, SACE and others. The Settlement Agreement was filed with the Commission on December 11, 2014. My testimony is intended in all respects to support the Settlement Agreement and explain that it comports with sound regulatory policy.

Q. WHAT DOES DR. VITOLO SAY ABOUT THE SETTLEMENT AGREEMENT?

A. Dr. Vitolo states in his direct testimony that his clients fully support the Settlement Agreement. Furthermore, he attaches to his amended direct testimony a letter from the attorneys representing SACE and CCL to clarify that any recommendation he makes that are at odds with the Settlement Agreement are not intended for consideration by the Commission if it decides to approve the Settlement Agreement. Specifically, the language reads:

> *Because the Commission has not yet approved the Settlement Agreement, SACE and CCL filed on December 11, 2014 the Direct Testimony of Thomas Vitolo, PhD and the Direct Testimony of John D. Wilson in the above-referenced docket for consideration if the Commission does not approve the Settlement Agreement as filed by ORS. To the extent any of the testimony as originally filed or as amended conflicts with the terms of the Settlement Agreement, those portions of the testimony should be considered only if the Commission does not*

> *approve the settlement. SACE and CCL believe the Settlement Agreement is reasonable and should be approved by the Commission.*

While this is appropriate and entirely commendable, Dr. Vitolo's testimony still contains positions and request for rulings by the Commission that contradict or exceed what is agreed to in the Settlement Agreement. One purpose of my testimony is to point out certain of these matters that are inconsistent with the Settlement Agreement. However, my response is not meant to be exhaustive. There may be items that contradict or exceed the scope of the Settlement Agreement to which I do not respond. The absence of a response should not necessarily be interpreted as agreement.

Q. TO PUT YOUR TESTIMONY IN PERSPECTIVE, COULD YOU PLEASE EXPLAIN YOUR UNDERSTANDING OF THE SETTLEMENT AGREEMENT IN THE CONTEXT OF THIS PROCEEDING?

A. This proceeding is intended to produce a generic methodology to be used in the establishment and implementation of new net energy metering (NEM) tariffs to be issued under the terms of S.C. Code Ann. §§ 58-40-10, *et seq.* Specifically, the Commission is required to "initiate a generic proceeding for purposes of implementing the requirements of this [NEM] chapter with respect to the energy metering rates, tariffs, charges, and credits of electrical utilities, specifically to establish the methodology to set any necessary charges and credits as required under items (1) and(2)." S.C. Code Ann. §58-40-20(F)(4). Items (1) and (2) provide that charges or credits are to ensure that NEM tariff rates capture the benefits and costs related to net metered distributed energy resource (DER) generation. Furthermore, "[t]he methodology shall be supported by an analysis and calculation of the relative benefits and costs of customer generation to the electrical utility, the customer-generators, and those customers of the electrical utility that are not customer-generators." S.C. Code Ann. §58-40-20(F)(2). Act 236 further directed the effort "to recover the costs and confer the benefits of net energy metering shall include such measures necessary to ensure that the electrical utility recovers its cost of providing electrical service to customer-generators and customers who are not customer-generators." S.C. Code § 58-40-20(F)(1). Additional important guidance directed that if the Commission determines that there are benefits associated with net metered DER generation, and if the utility is not recovering the cost of that benefit elsewhere, "then such future benefits shall be deemed an avoided cost and recoverable pursuant to S.C. Code Ann. §58-27-865 by the electrical utility as an incremental cost of the distributed energy resource program." See S.C. Code § 58-40-12(F) (6).

Based on these provisions, my understanding of the statute is that it intends for the methodology to capture all costs and benefits of serving NEM customers, to ensure full recovery of costs by the utility and benefits by the NEM customer, and that a high degree of rigor is anticipated in analyzing and calculating those costs and benefits.

Q. WHAT PERSPECTIVE DO YOU BRING TO THIS TESTIMONY?

A. As I previously stated, I specialize in the areas of cost of service and rate design. My experience has taught me the importance of basing utility rates on costs that are accurately quantifiable, known, and measureable. The NEM methodology under consideration is about designing rates that are fair for customers, both those who use distributed generation resources and those who do not, and the utility.

To be fair to all customers, the benefits and costs reflected in the calculation of NEM rates should be accurately quantifiable, transparent, known, and measureable. The methodology for setting NEM rates should strive to avoid either the customer-generator or the non-participating customer from having to subsidize the other. If subsidies are to be provided, Act 236 of 2014 provides that those subsidies may be granted expressly and transparently through DER programs which make those subsidies subject to clear goals, time periods, and explicit cost caps. Therefore, it is important for the NEM rate setting methodology to deal in costs which are quantifiable, known, and measureable. Otherwise, customers can be paying rates based on speculative and uncertain information and costs which may never materialize.

Q. WHAT IS YOUR VIEW OF THE METHODOLOGY CONTAINED IN THE SETTLEMENT AGREEMENT FROM A RATE DESIGN PERSPECTIVE?

A. The methodology, which was developed by ORS, Energy and Environmental Economics, Inc. (E3), along with input from other parties to this proceeding, is a reasonable approach for identifying the benefits provided by net metering DER generation and costs emanating from the implementation of NEM. The methodology can be thought-of as (1) listing appropriate components of the calculation of costs and benefits, and (2) providing a means of quantifying those cost and benefit components and using the results to create a rate.

Q. PLEASE EXPLAIN THE COMPONENTS USED IN THE METHODOLOGY.

A. The methodology provides a list of 11 categories of benefits and costs to the utility system and/or its customers, which are quantifiable or may reasonably be expected to become quantifiable in the future. In some cases, placeholders are included in the list of categories with a value of zero until the avoided cost or benefit that they would measure become an actual cost or benefit to the system or can be quantified. Components within these categories can have a positive or negative value depending on whether they provide a net incremental benefit or an incremental cost to the system.

One placeholder category involves carbon dioxide (CO_2) emission costs which are not presently imposed on the utility systems but may be imposed in the future. The methodology recognizes such costs may become known and measurable in the future but does not call for the quantification of such costs until state or federal regulations impose them on the utility system in the form of costs that can in fact be avoided.

Q. DOES THE METHODOLOGY INDICATE HOW THESE COSTS AND BENEFITS SHOULD BE QUANTIFIED?

A. Yes, it does. For instance, one very important aspect of the methodology is that it relies on existing Public Utilities Regulatory Policies Act (PURPA) avoided cost calculations, and approaches to system modeling from Integrated Resource Plans (IRPs) in order to calculate avoided energy costs and avoided capacity costs and benefits. These are the two most important categories of benefits from distributed generation resources and typically represent the vast majority of the value of solar generation to the grid. The express terms of the methodology, which is found at Attachment A to the Settlement Agreement, state that these two important values are to be derived from the utility's most recent PURPA avoided cost study or IRP study.

Q. PLEASE EXPLAIN WHAT THESE IRP AND PURPA STUDIES REPRESENT.

A. Under PURPA, utilities are required to calculate and file with their regulatory commissions the avoided energy and capacity costs that they will pay to qualified generators of power, including certain solar generators, for power that they place on the utility's system. Utilities have been computing these avoided energy and capacity costs for decades, and a substantial body of data and practice has arisen about how this can be done accurately and fairly. Similarly, utilities in South Carolina prepare and update IRPs which they file each year with the Commission. These IRPs provide the utility's forecasts of demands and capacity on their system, and provide a plan for meeting future needs reliably and efficiently. The regulatory process has amassed a great deal of experience with this planning process.

The Settlement Agreement very wisely relies on the methodology and output of these well-tested planning and pricing processes to quantify avoided energy and capacity costs.

ISSUES RAISED BY DR. VITOLO FOR CCL AND SACE

Q. ON PAGE 7, LINE 16, OF HIS AMENDED DIRECT TESTIMONY, DR. VITOLO REFERS TO CONDUCTING THE AVOIDED COSTS AND BENEFITS TWICE: ONCE FOR SOLAR PHOTOVOLTAIC (PV) RESOURCES AND AGAIN FOR A GENERIC DER. HOW DO YOU RESPOND?

A. The Settlement Agreement provides for a single methodology for computing the costs and benefits of distributed generation under an NEM tariff. That methodology was formulated and reviewed with PV solar resources principally in mind. At present, SCE&G expects little if any customer generation to be based on other technologies. Wind and other technologies are not economical or attractive in this region and at this time. As a result, the customer generation installed to date on SCE&G's system has been overwhelming solar PV. In this context, requiring each South Carolina utility to perform two NEM rate computations, one for solar PV and another for unspecified DER resources, would appear to be unnecessary and possibly unreliable. Whether or not other DER resources are priced in the tariff should be left up to the specific utility in future tariff filings. In addition, other resources can be accommodated on a case-by-case basis with the use of purchase power contracts.

Q. BEGINNING ON PAGE 8, LINE 6 AND ON PAGE 36 OF HIS AMENDED DIRECT TESTIMONY, DR. VITOLO RECOMMENDS THAT A VALUE FOR CO_2 COST SHOULD BE INCLUDED IN THE NET METERING METHODOLOGY. HOW DO YOU RESPOND?

A. The Settlement Agreement on page 4 of 25, line 8, clearly indicates that until state or federal laws or regulations result in the cost of CO_2 emissions becoming an avoidable utility cost, those costs should be included as a zero-value placeholder category only. If and when a CO_2 emissions cost becomes a known cost for a utility, and thus becomes part of a utility's defined revenue requirements with a quantifiable value, then the CO_2 cost category can be changed from a zero-value placeholder to an operative element of the calculation. But as noted in the Settlement Agreement Attachment A, it is premature at this time to include in NEM rate calculations an avoidable cost of CO_2 emissions. At this time, the amount and timing of CO_2 emissions costs can only be speculative. Only known and measurable costs should be included in rate calculations.

Q. BEGINNING ON PAGE 13 OF HIS AMENDED DIRECT TESTIMONY, DR. VITOLO STATES THAT CHARGES OR CREDITS TO ADDRESS COSTS OF SERVING NET METERING CUSTOMERS SHOULD BE

CONSIDERED ONLY AFTER THE 2% DEMAND THRESHOLD FOR NEM SERVICE HAS BEEN REACHED. HOW DO YOU RESPOND?

A. I disagree with this suggestion. The effect of Dr. Vitolo's recommendations would be to harm the utility by preventing recovery of the full cost of serving NEM customers under the 1:1 NEM rate until the 2% cap on the NEM tariff is reached. That result occurs because, as SCE&G's Witness Mr. Rooks shows in his direct testimony, the revenue that would be recovered under a 1:1 NEM rate is much less than the cost to serve these customers as computed using the Settlement Agreement methodology. To address this shortfall, the Settlement Agreement specifically provides that the subsidy required to sustain 1:1 NEM rate should be recovered as a DER program expense beginning when the NEM rate goes into effect.

The provision of the Settlement Agreement requiring the use of DER program funds to achieve the stipulated 1:1 NEM rate is critical to the basis of the settlement. The intention of the NEM portions of Act 236 of 2014 – see S.C. Code Ann. § 58-40-20(F) – is that NEM rates should reflect the actual costs and benefits of serving NEM customers. Other provisions of Act 236 indicate that subsidies offered for DER resources should be recovered as DER incremental costs subject to the statutory caps, goals and limitations that apply to DER programs.

The Settlement Agreement conforms to both aspects of Act 236 by providing that the funds necessary to achieve the stipulated 1:1 NEM rate should come from the DER program. This suggestion by Dr. Vitolo that any disparity between a 1:1 NEM rate and the cost of service as computed using the methodology should not be recognized until the 2% cap is reached is inconsistent with the Settlement Agreement and the structure of Act 236.

Q. ON PAGE 14, BEGINNING ON LINE 10, DR. VITOLO STATES "UNDER-CREDITING OR UNDER-RECOVERY RESULTING FROM THE 1:1 CREDITING MECHANISM, SHOULD BE CALCULATED WITH RESPECT TO EXPORTS ONLY." HOW DO YOU RESPOND?

A. I am not sure that I understand the meaning of the word "exports" as he uses it here. If his meaning is that the methodology should only consider the excess energy produced by the customer-generator net of the customer's own consumption, then this statement is not true. Under both the Settlement Agreement and Act 236, the calculation of NEM benefits and costs applies equally to energy "exported" and to the energy produced by the customer to displace energy that would have otherwise been provided for the customers' use by the utility– see Settlement Agreement, page 5 of 25, Paragraph III.9(b) and S.C. Code Ann. § 58-39-130(C)(2)(b).

Furthermore, Dr. Vitolo's suggestion if I understand it correctly, would result in an illogical and unfair result. Imagine that over a particular billing period the customer's solar PV self-generation exactly matched the customer's energy consumption during that period with no net excess "exported" onto the grid. Dr. Vitolo's statement would imply that the NEM mechanism would not compute any charge or credit for this customer. The customer would use the utility's grid for service at night and during storms as well as for back up, load balancing, voltage support and regulation, and other ancillary services. But the customer would pay only a nominal basic facility charge for these services. This is clearly not the intent of the legislation nor the Settlement Agreement. The result is unfair to the utility and other customers who must eventually pay the costs of operating and maintaining the electrical system.

Q. BEGINNING ON PAGE 16, LINE 24, DR. VITOLO TESTIFIES THAT TWO CONDITIONS SHOULD BE USED TO JUSTIFY A REQUIREMENT FOR A SPECIFIC AVOIDED COST CALCULATION FOR ANY GIVEN DER TECHNOLOGY. HOW DO YOU RESPOND?

A. The Settlement Agreement provides for a single calculation of avoided costs using a methodology formulated with solar PV in mind. As mentioned above, solar PV is the only distributed generation technology capable of being deployed in meaningful amounts at this time. Avoided cost calculations for other technologies are not required by the Settlement Agreement, and would be premature. To the extent that a practical need could be shown at some future date for a specific utility to calculate the costs and benefits of additional DER technologies, those calculations should be taken up in a future utility-specific docket, but only after the technology has been identified and there is a basis for ascertaining how it will perform in the context of the utility's system – see Settlement Agreement, page 4 of 25, line 3.

Dr. Vitolo suggests that a generic DER rate should apply to new technologies unless two conditions can be met: First, the technology must represent a substantial fraction of all DER output on a utility's system. Second, the hourly output of the DER resource across the utility system must be largely homogeneous. I know of no support in economics, engineering, or law for such a two-condition requirement for a technology-specific avoided cost calculation. This suggestion is outside of the Settlement Agreement and there is no reason to consider formulating rules for all utilities for valuing DER technologies that are not currently practical in South Carolina.

Q. BEGINNING ON PAGE 17, LINE 21, DR. VITOLO SUGGESTS A REGIONAL REPRESENTATIVE SOLAR PROFILE SHOULD BE EMPLOYED. HOW DO YOU RESPOND?

A. My understanding is that actual solar profile data are available for a significant group of solar PV customers on SCE&G's system. These data reflect local climatological conditions and other factors. This body of data should expand as DER programs are implemented and solar penetration increases.

Therefore it is sound regulatory policy to use the participants' actual energy production data. The Settlement Agreement, at Paragraph III.10, expressly specifies that actual data should be used where available. Also, if actual customer metered production is unavailable, then as Paragraph III.10 of the Settlement Agreement provides, utilities should be allowed to estimate energy production for purposes of implementing the methodology consistent with best practices relating to such estimation and modeling. Dr. Lynch also addresses this point.

Q. ON PAGE 30, DR. VITOLO STATES THAT THE COMMISSION SHOULD ORDER THE UTILITIES TO CONDUCT A TRANSMISSION AND DISTRIBUTION (T&D) CAPACITY STUDY TO COMPUTE INCREMENTAL T&D AVOIDED COSTS DUE TO SOLAR GENERATION. HOW DO YOU RESPOND?

A. The Settlement Agreement specifically recognizes that these studies will be utility specific and results will vary from place to place even within single utilities, *i.e.*, they will be "highly locational." It directs these studies to be addressed in the utility's specific proceeding, as appropriate. In filed cost of service studies, there are differences in the ways in which individual utilities allocate transmission cost and distribution cost in efforts to reflect cost causation for their individual circumstances; some may use coincident peak allocators, some may use non-coincident peak allocators based upon class loads, some may use non-coincident peak allocators based upon customer peak loads, and some may divide customer and demand costs differently. Although these studies may concern embedded and not potentially avoided costs, there are important findings and approaches to cost causation contained in them. This utility-specific information should be taken into account in determining avoided costs for NEM purposes for the respective utility.

The Settlement Agreement does not contain any mandate for T&D studies to be conducted in any particular way or on any particular timetable. Such T&D

studies should be reflective of the operating circumstances of individual utilities and should be formulated and reviewed in utility-specific dockets that are envisioned under the Settlement Agreement– see Settlement Agreement, page 4 of 25, Paragraph III.3.

Q. BEGINNING ON PAGE 48, DR. VITOLO SUGGESTS INCLUSION OF "POTENTIAL ADDITIONAL BENEFITS" SUCH AS HEALTH BENEFITS AND SOCIETAL BENEFITS. HOW DO YOU RESPOND?

A. One or two states may have recognized these costs, but those states were not operating under the statutory structures of Act 236. In my opinion, this structure requires utilities to ensure that costs are not included in rates that are hypothetical and speculative and so are not true costs to the utility. Accordingly, costs should only be included in the NEM rate calculation when they are known and measurable, and are recognized in a utility's revenue requirements for ratemaking purposes. I believe that the additional potential benefits proposed by Dr. Vitolo fail that test.

SUMMARY

Q. DO YOU BELIEVE THAT THE PROPOSED NEM METHODOLOGY AS PRESENTED IN THE SETTLEMENT AGREEMENT PRESENTS A REASONABLE AND EQUITABLE APPROACH TO IDENTIFYING AND BALANCING THE BENEFITS AND COSTS OF NEM GENERATION?

A. Yes. I believe that the methodology is sound, practical and workable. It should be implemented as contained in the Settlement Agreement. I would offer that in implementing it, some benefits may surface of which the utilities were unaware and some costs may be identified or recognized with which the solar advocates may not agree. That is healthy and to be expected. Solar generation is a complex and dynamic resource, which is being laid on top of an already complex product - electricity. However, implementing NEM tariffs using the Settlement Agreement methodology will provide practical experience and empirical evidence over the forthcoming years which the parties and this Commission can use to improve and refine NEM rates thereafter. In the meantime, I do believe that in the spirit of compromise and collaboration, the proposed Settlement Agreement methodology is sound and reasonable for use through the study period.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A Yes, it does.

Michael T. O'Sheasy, MBA (Georgia State University) is a Vice President. He assists utilities to develop successful rate cases based on traditional cost of service and ratemaking principles. Mr. O'Sheasy has testified numerous times as an expert witness on pricing and cost of service issues. He advises clients on rate case strategy, cost of service methodology, marginal costing, and fuel cost recovery. He assists utilities in developing innovative pricing products that bring benefits to both customers and the utilities. Prior to joining CA Energy Consulting, Mr. O'Sheasy worked at Georgia Power Company as the Manager of Product Design, and at Southern Company. He was the architect of the Real-Time Pricing and FlatBill programs at Georgia Power, both of which are the largest programs of their type in the United States. He has published numerous articles on pricing in national magazines including the ***TAPPI Journal*, *Public Utilities Fortnightly*, *Electric Perspectives*, *EPRI Journal*, *Energy Pulse*, *Energy Customer Management***, and the *Electricity Journal*. He has a national reputation for pricing innovation and has been interviewed in *USA Today*, the front page of the *Wall Street Journal*, *Newsweek*, National Public Radio, and CNN FN.

List of Major Retail Cases as Expert Witness on Cost of Service and Rate Design

- Docket No. 05-UR-107 before the Public Service Commission of Wisconsin on behalf of Wisconsin Electric Power Company as an expert witness on Rate Design.
- Docket No. 36989-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on Cost of Service.
- Docket No. 13-0387 before the Illinois Commerce Commission on behalf of Commonwealth Edison Company as their expert witness on Cost of Service.
- Docket No. 130140-EI before the Florida Public Service Commission on behalf of Gulf Power Company as their expert witness on Cost of Service.
- Docket No. 130007-EI before the Florida Public Service Commission on behalf of Gulf Power Company as their expert witness on Cost of Service.
- Docket No. 010949-EI before the Florida Public Service Commission on behalf of Gulf Power Company as their expert witness on Cost of Service.
- Docket No. 25060-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on Cost of Service.
- Docket No. E-2, Sub 1023 before the North Carolina Utilities Commission on behalf of Progress Energy Carolinas, Inc. as their expert witness on Rate Design.
- Docket No. 31958-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on Cost of Service.

- Docket No. 010949-EI before the Florida Public Service Commission on behalf of Gulf Power Company as their expert witness on Cost of Service.
- Docket No. 881167-EI before the Florida Public Service Commission on behalf of Gulf Power Company as their expert witness on Cost of Service.
- Docket No. 4147-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on rate design.
- Case No. 2006-00045 Commonwealth of Kentucky before the Public Service Commission on behalf of East Kentucky Electric Cooperative as their expert witness on rate design.
- Docket No. 050078-EI before the Florida Public Service Commission on behalf of the Commercial Group as their expert witness on cost of service and rate design.
- Docket No. 16896-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on rate design.
- Case No. 2004 Commonwealth of Kentucky before the Public Service Commission on behalf of East Kentucky Electric Cooperative as their expert witness on rate design.
- Cause No. PUD 200500151 before the Corporation Commission of the State of Oklahoma on behalf of Oklahoma Gas and Electric as their expert witness on rate design.
- Docket No. 110138-EI before the Florida Public Service Commission on behalf of Gulf Power Company as their expert witness on Cost of Service.
- Base Rate Tariff Filing – October 26, 2011 before The Energy Commission, Bermuda on behalf of Bermuda Electric Light Company Limited, as expert witness on rate design.
- Docket No. 4132-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on rate design.
- Docket No. 4755-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on rate design.
- Docket No. 11708-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on rate design.
- Docket No. 13140-U before the Georgia Public Service Commission on behalf of Georgia Power Company as their expert witness on rate design.

- Case: FTC-02/09 BL&P-RADJ before the Barbados Fair Trading Commission on behalf of Barbados Light & Power Company as their expert witness on cost of service and rate design.

Note: There have been numerous staff sponsored workshops and agenda conferences in which Mr. O'Sheasy has represented utilities on cost of service and rate design issues (for example, standby rates, fixed bill, cost allocation philosophy, etc.) in Florida, Georgia, Kentucky, Illinois, North Carolina, Wisconsin, and Oklahoma